

4-2140

04-12

Rev. 2/13/89

A G R E E M E N T

X July 1, 1988 -- June 30, 1991

between

Cherry Hill Township
BOARD OF EDUCATION OF THE
TOWNSHIP OF CHERRY HILL

and

CHERRY HILL DRIVERS' ASSOCIATION, INC.

TABLE OF CONTENTS

	<u>Page</u>
I. RECOGNITION	1
II. GRIEVANCE PROCEDURE	1
III. LEAVES OF ABSENCE	5
IV. UNIFORMS	8
V SENIORITY RIGHTS	9
VI. EMERGENCY CLOSING AND LATE SCHOOL OPENINGS	11
VII. HEALTH INSURANCE	12
VIII. LEGAL REPRESENTATION	12
IX. DEDUCTION OF ASSOCIATION DUES	13
X. PAY DAYS	13
XI. WAGES	14
XII. PAY FOR UNUSED SICK DAYS AT RETIREMENT	14
XIII. WORK SCHEDULE	15
XIV. MISCELLANEOUS	16
XV. DURATION OF AGREEMENT	17

Article I

RECOGNITION

The Board recognizes the Cherry Hill Drivers' Association, Inc., as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for those employed, on approved leave, or to be employed by the Board.

Including only:

Regularly assigned transportation drivers including all presently employed van drivers who shall drive Type II vehicles only and shall not be required to obtain a Type I license unless required by law.

Unassigned/alternate drivers who are regularly assigned to a minimum average of twenty-five (25) hours per week.

Excluding:

Substitute drivers

Article II

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by an employee or the Association based upon an improper interpretation or application of this Agreement, affecting an employee or a group of employees. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.

2. Aggrieved Person

An "Aggrieved Person" is the person or persons or the Association making the claim.

3. Party in Interest

A "Party in Interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may

5. Level Four -- Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Senior Staff Administrator, he may appeal the grievance to the Board of Education within ten (10) school days after the decision at Level Three or twenty (20) school days after the grievance was presented at Level Three, whichever is sooner. The appeal to the Board must be in writing reciting the matter submitted to the Senior Staff Administrator as specified above and his dissatisfaction with the decisions previously rendered. The Board may hold a hearing at its discretion and shall render a decision within forty-five (45) calendar days. The decision shall be communicated in writing to the aggrieved person, the Senior Staff Administrator and the Association.

6. Level Five -- Arbitration

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Four, he or she may request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by the American Arbitration Association within fifteen (15) school days after receipt of a request by the aggrieved person. The parties shall then be bound by the rules and procedures of the American Arbitration Association.

The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

2. Any alleged violation of an employee's right where the relief demanded by the employee is the payment of money damages for alleged wrongful discharge or the reinstatement of employment.

Article III

LEAVES OF ABSENCE

A. Sick Leave

1. Forty (40) hour per week employees shall be entitled to sick leave with pay at one (1) day per month of employment up to twelve (12) days per year. Unused sick leave days shall accumulate from year to year. All paid sick leave time shall be computed and recorded on an hourly basis.

The driver's total sick leave entitlement shall be credited to the driver at the beginning of each contract year.

2. Regular part-time employees shall be entitled to sick leave with pay at one (1) day per month or ten (10) days per year pro-rated in accordance with regularly assigned daily scheduled time (no overtime). Unused sick leave days shall accumulate on the same basis as leave is granted. All paid sick leave time shall be computed, recorded, and accumulated on an hourly basis.

The driver's total sick leave entitlement shall be credited to the driver at the beginning of each contract year.

3. If a driver is absent from work due to illness in the morning, such driver shall be paid sick leave time at the regular hourly rate provided such driver has sufficient remaining sick leave time unused. Otherwise, such driver shall not be paid for the morning hours absent from work.

If such driver returns to work in the afternoon, the driver shall be paid for the hours worked in the afternoon at the regular hourly rate.

If a driver works in the morning and is absent from work due to illness during the afternoon, the same principle as above shall apply.

In no event shall a driver be paid for sick leave in excess of eight (8) hours at regular time for any one (1) day.

Paid sick leave time may be taken only upon a day(s) when a driver is regularly scheduled to work.

D. Death in Family

1. Drivers working regularly assigned routes requiring twenty-five (25) or more hours per week service shall be granted leave with pay in accordance with hours worked and rate paid to the limits outlined below:
 - (a) Five (5) consecutive working days for death in the immediate family when death and mourning period occurs during the time the driver would normally work. Immediate family shall be interpreted as spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, grandparent and grandchild.
 - (b) One (1) day for the purpose of attending the funeral in the event of death of an aunt, uncle, niece, nephew, sister-in-law and brother-in-law.

E. Vacation Time

1. Drivers who are employed for a minimum of forty-eight (48) weeks of paid service within a fiscal school year, July 1st to June 30th, shall have earned vacation, to be taken during the succeeding fiscal year, as shown below:
 - (a) One (1) week vacation with pay after the first year of service.
 - (b) Two (2) weeks vacation with pay after two (2) years of service.
 - (c) Three (3) weeks vacation with pay after seven (7) years of service.
 - (d) Four (4) weeks vacation with pay after fifteen (15) years of service.
2. Vacation pay shall be pro-rated in accordance with regularly assigned duty hours but shall not exceed eight (8) hours per day.
3. Eligibility for paid vacation may be earned in any given school fiscal year to be taken during the succeeding fiscal year, and does not require consecutive years of vacation eligibility.
4. Drivers entitled to paid vacation time shall not be permitted to take vacation time during the time when the school(s) to which they are regularly assigned to drive are in session.
5. Pay for vacation time in lieu of vacation days not taken shall not be permitted.

Article V

SENIORITY RIGHTS

A. Seniority

1. A seniority roster indicating name and date of employment of transportation drivers will be filed in the offices of the Director of Transportation and the Chief Dispatcher and posted on the bulletin board. In addition, copies of the roster will be furnished to the Cherry Hill Drivers' Association, Inc. Rosters will be revised each September of the new contract year.
2. Only those drivers included in Article I, RECOGNITION, of this Agreement, shall obtain Seniority Rights. Substitute drivers and drivers who are regularly scheduled to work less than twenty-five (25) hours per week shall not obtain seniority, and shall not be included in the seniority roster.
3. Any driver on leave of absence approved by the Board of Education due to illness, accident, etc., who is returned to work at the end of such leave will be assigned duties by the Director of Transportation as available, and there will be no loss in seniority rights.

Child rearing leave is not considered an illness and shall result in a loss of seniority upon return to work.
4. If, during the contract year, a regular route driver or unassigned/alternate driver resigns or is dismissed, his or her position will be filled by the Director of Transportation in accordance with the procedure indicated in B.1 of this Article. If the person who is terminated under these circumstances is returned to work at a later date, he or she will be assigned to new duties by the Director of Transportation and will lose all prior seniority unless he or she was found to be wrongfully discharged.
5. Seniority for determining pay rate will be based solely on date of employment. Drivers hired on or before January 31, will be given credit for one (1) year's service at the beginning of the next contract year. Drivers hired after January 31, will be considered new drivers at the beginning of the next contract year.

- (a) Among those employees who are regularly scheduled to work twenty-five (25) hours per week, there shall be eight (8) positions exempted from the above requirement. Bidding for those eight (8) positions shall be awarded by seniority on an annual basis.
- (b) Extra trips shall be posted forty-eight (48) hours in advance. These trips shall be bid by seniority on a rotating basis among all employees including the eight (8) employees exempted from the requirements of Paragraph B-3 above.
- (c) In the event an extra trip is not filled as set forth in Paragraph B-3(b) above, within twenty-four (24) hours of the trip, the Board shall assign the trip among all employees, except those eight (8) employees exempted from the requirements of Paragraph B-3 above, on a rotating reverse seniority basis. Employees who are otherwise scheduled to work by the Board shall be passed over for such assignments. Any employee, except those eight (8) employees exempted from the requirements of Paragraph B-3 above, who refuses any such extra trip assignment shall be required to contribute twenty percent (20%) of his or her health benefit premiums for the balance of the year but in no event not less than nine (9) months. Deductions for ten (10) month employees would not be made in July and August.
- (d) Weekend trips shall be filled as per the existing practice of the parties. The term "weekend trips" shall be defined as those commencing all day Saturday, Sunday and holidays and whenever the Cherry Hill Public Schools are closed, unless otherwise scheduled to work by the Board.

Article VI

EMERGENCY CLOSING AND LATE SCHOOL OPENINGS

A. Emergency Closing

1. Drivers who appear for work prior to a public announcement or a telephone message that schools have been closed shall be guaranteed two and one-half (2 1/2) or three (3) hours pay in accord with the number of hours scheduled to drive in the morning.
2. In no case will a driver be paid who has been notified not to report.

- B. Should any criminal action be instituted against any employee for any act or omission arising out of and in the course of the performance of the employee's duties, and should such proceeding be dismissed or result in a final disposition in favor of such employee, the Board shall reimburse him/her for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
(N.J.S.A. 18A:16-6 and 18A:16-6.1)

Article IX

DEDUCTION OF ASSOCIATION DUES

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees' dues for the Cherry Hill Drivers' Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Cherry Hill Drivers' Association, Inc., by the fifteenth (15th) day of each month following the monthly pay period in which deductions are made.
2. The Association named above shall certify to the Board in writing, the current rate of its membership dues. If the Association changes the rate of its membership dues, the Association shall give the Board written notice prior to the effective date of such change.

Article X

PAY DAYS

- A. Drivers shall be paid once a week in accordance with procedures established for other employees who are paid on such schedule.
- B. When a pay day falls on or during a school holiday, or any other regularly scheduled school closing, drivers shall receive their pay checks on the last previous working day.
- C. The number of work hours paid will be shown in the pay stub.

Article XIII

WORK SCHEDULE

- A. All drivers are expected to report for duty each day that the schools to which they are assigned to drive are in session. Unexcused absence from work shall be treated as an act of insubordination and may be constituted as cause for dismissal. Due consideration will be provided for emergencies and unique personal problems.
- B. If a driver reports to work for an evening trip for athletics or other school activities (after normal school day and/or regular late runs) and if the activity is cancelled, the driver shall receive two (2) hours pay. If the trip is on a weekend or non-school day, then the driver shall receive four (4) hours pay. If the time exceeds forty (40) hours in the week, the individual will be paid time and a half (1 1/2) for these hours.
- C. Employees shall be paid for "swing time" between their last run and the time they must report for work for a chart trip provided such "swing time" is one (1) hour or less. If the "swing time" is more than one (1) hour, no payment shall be made. The above applies to a.m. and p.m. runs.
- D. Drivers shall be paid for a minimum of four (4) hours for all trips run on weekends or holidays on which the driver's regular schedule does not require him or her to work.
- E. When Cherry Hill Public Schools are closed and private and/or parochial schools are open, drivers called in to drive private and/or parochial school routes only, shall be paid wages for driving such routes not to exceed two and one-half (2 1/2) hours unless actually working more than such time. This shall apply to morning and/or afternoon driving. In order to productively utilize the drivers' time unapplied to their driving assignments, the drivers' supervisor shall assign such drivers to other established bus driver duties.
- F. For morning and afternoon work sessions, drivers are guaranteed two and one-half (2 1/2) hours pay per session provided at least two (2) runs are assigned by the Board for each session; otherwise such driver shall be paid for time actually worked.
- G. A driver shall be paid a minimum of one (1) hour for a late run. A late run means a run transporting students from school to home after the normal student dismissal time and excludes any run between District buildings or facilities.

2. Mileage costs, based upon the then current Board adopted rate at the time the courses were taken, to and from Cherry Hill and the site where the courses were completed. It is agreed that if such courses are offered concurrently at more than one site, the driver shall be reimbursed for mileage to and from the site nearest to Cherry Hill.
- G. The Board will reimburse any District driver for the entry fee into the New Jersey Department of Education rodeo for school vehicle drivers, provided such driver is officially accepted as an entrant.
- H. Advance petty cash shall be provided at the time of the trip for all drivers taking trips that involve bridge tolls, turnpike tolls, or parking costs. Receipts and the balance of the petty cash shall be submitted to the Director of Transportation at the conclusion of the trip or the next workday.
- I. Any drivers holding proper certification for inservice teaching shall receive a fifty cents (50¢) increase in their hourly rate for those hours in which they are teaching a class in one of the following courses:
 - Certified Bus Drivers' Instruction Course;
 - Defensive Driving Instruction Course.
- J. The Board of Education shall make available a meeting room for the Drivers' Association's monthly meeting and special meetings as needed.
- K. Any employee who is required by law to serve on a jury in a court of record, upon satisfactory proof to the Board of such service rendered, shall be reimbursed by the Board for and during the time he is required to be in attendance in court in an amount equal to the difference between his regular pay and his jury pay.

When an employee is called for jury service, he shall be excused from work on the days when he is required to be in court, provided, however, that if the time required for jury service in any one day does not extend beyond 12:00 noon, the employee will be required to report for work for the remainder of the day.

Article XV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1991.

GENERAL PICKS

During general picks, senior operators shall have the choice of work, provided they are qualified and available for work. Runs shall be picked at the beginning of each school year.

A seniority roster will be posted indicating times and dates by which each operator must make his/her choice. If an operator does not pick within the designated time, he/she will be passed and the next operator in seniority will pick. Any operator bypassed by this procedure will be limited to the runs available at the time he/she picks.

An operator who picks a run during a general pick must retain that run for the duration of the pick.

In the event of a run being advertised during general, special pick, or between picks which is not picked, it shall be assigned to the least senior qualified operator who shall be compelled to accept it.

PICK PROCEDURE

In the event of a new run being established, it will be open for picking to all qualified operators. In the event a vacancy occurs due to an operator forfeiting his/her run assignment, retiring, extended illness, or with the permission of the Director of Transportation, the work will be put up for bid open to qualified operators lower in seniority and the position vacated by another operator picking that run will likewise be open to qualified operators lower in seniority.

In re-picking a run, the operator will hold it until the next general pick is held.

When it is known that a run is to be open for more than five days and less than thirty days, the least senior alternate driver will be compelled to take that run on a hold-down. A run that is known to be open for more than thirty days will be put up for pick from that person down in seniority. Notice of these available runs will be posted for twenty-four (24) hours.